

IN THE CIRCUIT COURT OF THE 20<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
COLLIER COUNTY, FLORIDA

CIVIL DIVISION

CASE NO. 11-2017-CA-002041-0001

LUANN TURCO and JOHN TURCO,

Plaintiffs,

v.

QUAIL WEST HOLDINGS, LLC, a Florida Limited Liability Company; STOCK DEVELOPMENT, LLC, a Florida Limited Liability Company; STOCK CONSTRUCTION, LLC, a Florida Limited Liability Company; ISON BROTHERS POOLS, LLC, a Florida Limited Liability Company; CRONIN ENGINEERING, INC., a Florida corporation; HORNERXPRESS-SOUTH FLORIDA, INC., a Florida corporation; KRIS A. SLOSSER, individually; TIBBETTS LUMBER CO. LLC, a Florida Limited Liability Company; USA GRADING, INC., a Florida corporation; CAPE CORAL PLUMBING, INC., a Florida corporation; HULETT ENVIRONMENTAL SERVICES, INC., a Florida corporation; STRUCTURAL BUILDING COMPONENTS LLC, a Florida Limited Liability Company; DALY CONSTRUCTION OF SW FLORIDA, INC., a Florida corporation; GREEN STRUCTURES OF SWFL INC.; CROWN ROOFING LLC, a Florida Limited Liability Company; BAHAMA GLASS & WINDOW, INC., a Florida corporation; FERRELLGAS, INC.; J & D HEATING AND AIR CONDITIONING, INC., a Florida corporation; VITEX SYSTEMS, LLC, a Florida Limited Liability Company; UNITED SUBCONTRACTORS, INC., D/B/A NCR/WEST COAST INSULATION, INC., a Florida corporation; KCI ARCHITECTURAL ELEMENTS, INC., a Florida corporation; EUROPEAN PAVERS, L.L.C., a Florida Limited Liability Company; STAHLMAN

Peckar & Abramson

LANDSCAPE COMPANY, a Florida corporation; SOUTH FLORIDA DESIGN INC., a Florida corporation; SERENITY POOL & SPA, LLC, a Florida Limited Liability Company; PGT INDUSTRIES, INC., a Florida corporation; and BRIAN STOCK, individually,

Defendants.

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**SECOND AMENDED COMPLAINT**

Plaintiffs, Luann Turco and John Turco (collectively, the "Owners"), by and through undersigned counsel, Peckar & Abramson, P.C., hereby file this Second Amended Complaint against Defendants, Quail West Holdings, LLC ("Quail"), Stock Development, LLC ("Stock Development"), Stock Construction, LLC ("Stock Construction"), Ison Brothers Pools, LLC ("Ison Brothers Pools"), Cronin Engineering, Inc. ("Cronin Engineering"), HornerXpress-South Florida, Inc. ("HornerXpress"), Kris A. Slosser ("Slosser"), Tibbetts Lumber Co. LLC ("Tibbetts Lumber"), USA Grading, Inc. ("USA Grading"), Cape Coral Plumbing, Inc. ("Cape Coral Plumbing"), Hulett Environmental Services, Inc. ("Hulett"), Structural Building Components LLC ("Structural Building Components"), Daly Construction of SW Florida, Inc. ("Daly Construction"), Green Structures of SWFL Inc. ("Green Structures"), Crown Roofing LLC ("Crown Roofing"), Bahama Glass & Window, Inc. ("Bahama Glass"), Ferrellgas, Inc. ("Ferrellgas"), J & D Heating and Air Conditioning, Inc. ("J & D"), Vitex Systems, LLC ("Vitex"), United Subcontractors, Inc., d/b/a NCR/West Coast Insulation, Inc. ("United"), KCI Architectural Elements, Inc. ("KCI"), European Pavers, L.L.C. ("European Pavers"), Stahlman Landscape Company ("Stahlman"), South Florida Design, Inc. ("South Florida"), Serenity Pool & Spa, LLC

("Serenity"), PGT Industries, Inc. ("PGT"), and Brian Stock, individually, and in support thereof state as follows:

**PARTIES, JURISDICTION, AND VENUE**

1. This is an action for damages that exceeds \$15,000.00, exclusive of costs, interest, and attorneys' fees.
2. Owners are individuals over the age of eighteen (18) that currently reside in Collier County, Florida.
3. Upon information and belief, Quail was and is a Florida limited liability company authorized to do business in Collier County, Florida.
4. Upon information and belief, Stock Development was and is a Florida limited liability company authorized to do business in Collier County, Florida. Stock Development is a licensed developer in the State of Florida, with a license number of DE38085.
5. Upon information and belief, Stock Construction was and is a Florida limited liability company authorized to do business in Collier County, Florida. Stock Construction is a licensed building contractor in the State of Florida, with a license number of CBC1252429. Mr. Robert Michael Imig serves as the Qualifier.
6. Upon information and belief, Ison Brothers Pools was and is a Florida limited liability company authorized to do business in Collier County, Florida. Ison Brothers Pools is a certified pool/spa contractor in the State of Florida, with a license number CPC1458798. Blaine W. Ison serves as the Qualifier.

7. Upon information and belief, Cronin Engineering was and is a Florida corporation authorized to do business in Collier County, Florida. Cronin Engineering employee, Derek P. Cronin, served as the engineer of record for the construction of the Owners' Residence (the "Residence"). Mr. Cronin is a Professional Engineer in the State of Florida, with a license number 55382.

8. Upon information and belief, HornerXpress was and is a Florida corporation authorized to do business in Collier County, Florida. HornerXpress is a pool equipment supplier.

9. Upon information and belief, Slosser is an individual authorized to render surveying and mapping services in Collier County, Florida. Slosser is a licensed Surveyor and Mapper in the State of Florida, with a license number LS5560.

10. Upon information and belief, Tibbetts Lumber is a Florida limited liability company authorized to do business in Collier County, Florida. Tibbetts Lumber is a certified building contractor in the State of Florida, with a license number CBC049034. Mr. Charles Michael Bowman serves as the Qualifier.

11. Upon information and belief, USA Grading is a Florida Corporation authorized to do business in Collier County, Florida. USA Grading is both a certified underground utility and excavation contractor and certified general contractor in the State of Florida, with the respective license numbers CUC1225251 and CGC1523398. Mr. Charles Edward White serves as the Qualifier for both licenses.

12. Upon information and belief, Cape Coral Plumbing is a Florida corporation authorized to do business in Collier County, Florida. Cape Coral Plumbing is a certified plumbing

contractor in the State of Florida, with a license number CFC029714. Mr. Leland Griggs Ritter, Jr. serves as the Qualifier.

13. Upon information and belief, Hulett is a Florida corporation authorized to do business in Collier County, Florida. Hulett is a pest control services company engaged in all phases of pest management, including but not limited to: pest control, rodent control, termite control fumigation, lawn care, mosquito reduction, commercial services and pre-construction services.

14. Upon information and belief, Structural Building Components is a Florida limited liability company authorized to do business in Collier County, Florida. Structural Building Components is a certified general contractor in the State of Florida, with a license number CGC55099. Mr. George Quatela serves as the Qualifier.

15. Upon information and belief, Daly Construction is a Florida corporation authorized to do business in Collier County, Florida. Daly Construction is a certified general contractor in the State of Florida, with a license number CGC060297. Mr. James Thomas Daly, IV serves as the Qualifier.

16. Upon information and belief, Green Structures is a Florida corporation authorized to do business in Collier County, Florida. Green Structures is a certified building contractor in the State of Florida, with a license number CBC059293. Mr. Steven Alexander Kohn serves as the Qualifier.

17. Upon information and belief, Crown Roofing is a Florida limited liability company authorized to do business in Collier County, Florida. Crown Roofing is a certified roofing

contractor in the State of Florida, with a license number CCC1329944. Mr. Christopher Paul Copeland serves as the Qualifier.

18. Upon information and belief, Bahama Glass is a Florida corporation authorized to do business in Collier County, Florida. Bahama Glass is a certified general contractor in the State of Florida, with a license number CGC1514738. Mr. John J. Lubaway, III serves as the Qualifier.

19. Upon information and belief, Ferrellgas is a corporation organized and existing under the laws of the State of Florida, and it maintains its principal place of business in Liberty, Missouri. Ferrellgas is a nationwide home and business propane provider.

20. Upon information and belief, J & D is a corporation authorized to do business in Collier County, Florida. J & D is a certified air conditioning contractor in the State of Florida, with a license number CAC1814169. Mr. James Allan Parker serves as the Qualifier.

21. Upon information and belief, Vitex is a Florida limited liability company authorized to do business in Collier County, Florida. Vitex is a certified alarm system contractor and certified alarm system contractor in the State of Florida, with the respective license numbers EF20000404 and EG13000627 held by Thomas Martin Yesowich and Ed Michael Carbary, respectively.

22. Upon information and belief, United is a dissolved Florida corporation, is a certified building contractor in the State of Florida, with a license number CBC1252415. Mr. Daniel William Ritter, Sr. serves as the Qualifier.

23. Upon information and belief, KCI is a Florida corporation authorized to do business in Collier County, Florida. KCI is a certified general contractor in the State of Florida, with a license number CGC038244. Mr. Brent Thomas Kuck serves as the Qualifier.

24. Upon information and belief, European Pavers is a Florida corporation authorized to do business in Collier County, Florida. European Pavers is a paving company.

25. Upon information and belief, Stahlman is a Florida corporation authorized to do business in Collier County, Florida. Stahlman is a landscaping company providing construction, lawn care, horticulture, design & installation, pest control & fertilization, irrigation, and landscape lighting.

26. Upon information and belief, South Florida is a Florida corporation authorized to do business in Collier County, Florida. South Florida is a full service custom house plan designer serving South Florida, and offering specialization in the creation of custom house plans, predesigned house plans, design modifications, and professional rendering services.

27. Upon information and belief, Serenity is a Florida limited liability company authorized to do business in Collier County, Florida. Serenity is a certified pool/spa contractor in the State of Florida, with license numbers CPC1456802 and CPC1457113. Mr. Gary D. Martin serves as the Qualifier.

28. Upon information and belief, PGT is a Florida corporation authorized to do business in Collier County, Florida. PGT is a hurricane impact resistant window manufacturer.

29. Brian Stock is an individual residing, upon information and belief, in Collier County, Florida, and is otherwise sui juris.

30. Venue is proper in Collier County, Florida because: (i) the causes of action alleged herein arose in Collier County, Florida; (ii) the property which forms the subject matter of this action is located in Collier County, Florida; (iii) the breaches of contract by Quail occurred in Collier County, Florida; and (iv) the actions/inactions of all Defendants occurred in Collier County, Florida.

31. All conditions precedent to bringing the instant action have been performed, excused or waived, and, the Owners have complied with Ch. 558, Florida Statutes.

32. Owners have retained the law firm of Peckar & Abramson, P.C. to prosecute this action and are obligated to pay a reasonable fee thereto.

### **FACTS**

33. On or about September 30, 2016, the Owners entered into an agreement (the "Agreement"), purportedly with Quail, to purchase the Residence located at 4193 Cortland Way, Naples, Florida 34119 (the "Residence"). A true and correct copy of the Agreement is attached hereto as **Exhibit "A"**. The Plaintiffs moved into the home on or about May 23, 2017.<sup>1</sup> As further set forth herein, Stock Development is jointly and severally liable with Quail for the Seller's obligations contained in the Agreement. *See* Footnote No. 1 and the allegations contained herein.

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<sup>1</sup> Although the Agreement was apparently entered into between the Turcos and Quail, Stock Development appears as the "Seller" in various areas of the Agreement, such as in an Options Change Order and in an addendum to the Contract.



34. Upon information and belief Stock Construction was responsible for the construction of the residence.

35. Quail failed to timely and properly comply with its obligations under the Agreement, and Stock Construction negligently performed its work at the Residence, by delivering an uninhabitable dwelling with a significant number of defects and building code violations, including, but not limited to the following (the "defective work and building code violations"):

- (a) Dangerous levels of carbon monoxide and other gases,
- (b) Mold located throughout the interior and exterior of the Residence,
- (c) Improperly installed heating, ventilation, and air-conditioning (HVAC) system,
- (d) Condensation dripping from the tray ceiling in the living room,
- (e) Discoloration and yellowing throughout the Residence,
- (f) Lack of proper ventilation,
- (g) Improper and inadequate insulation in the attic,
- (h) Excessive moisture,
- (i) Cabinetry, doors, floors and window sills are warping due to inappropriately and dangerously high moisture levels in the home;
- (j) Insulation is brown in color and likely toxic, and has impacted all of the drywall in the house,
- (k) The improper use of oriented strand board (OSB) board has negatively impacted the structural integrity of the roof, the roof tiles are now visibly wavy and appear to be sinking,
- (l) Certain furniture sold by Defendants to the Owners has a toxic finish on it and future shipments of said furniture have been disallowed by United States Customs,

- (m) The roof was improperly designed and constructed and is sagging and leaking.
- (n) Improper and inadequate design of the mechanical system of the Residence,
- (o) Improper and inadequate pouring of the Residence's concrete slab, which is missing a vapor barrier in certain areas of the Residence,
- (p) Improper and inadequate waterproofing of the Residence's slab,
- (q) Improper and inadequate installation of the Residence's windows,
- (r) Installation of defectively manufactured windows in the residence,
- (s) Improper and inadequate installation of drywall in various areas throughout the residence,
- (t) Improper and inadequate installation of certain pool components at the Residence,
- (u) Improper and inadequate pour of the pool slab,
- (v) Improper installation of piping connections in the Residence, and
- (w) Improper and inadequate installation of pavers throughout the residence,
- (x) Violation of 2014 Florida Building Code - 1804.5 Compacted fill material,
- (y) Violation of 2014 Florida Building Code - 1804.6 Controlled low-strength material,
- (z) Violation of 2014 Florida Building Code - R302.5 Dwelling/garage opening/penetration protection,
- (aa) Violation of 2014 Florida Building Code - R302.5.1 Opening protection,
- (bb) Violation of 2014 Florida Building Code - R302.6 Dwelling/garage fire separation,

(cc) Violation of 2014 Florida Building Code - R401.3 Drainage.

Attached collectively hereto as Composite **Exhibit "B"** are true and correct copies of the following inspection reports, which detail the construction defects referenced herein: (1) Mold Assessment Inspection Report, (2) Certified Radon Report, (3) Collier County Permits, (4) Home Inspection Report, (5) CoolZone Report, (6) Cronin Engineering Report, (7) Certificate of Mold Analysis, (8) Advanced Building Forensic Report, (9) NV5's Preliminary Report of Findings and Deficiencies ("NV5 Report"), and (10) NV5's Preliminary Summary of 2014 Building Code Violations. These reports identify and provide more information regarding the defective work and building code violations. As a result of the defective work and building code violations, the Owners have suffered consequential and resulting property damages such as damage to building components including drywall, hard wood floors, mill work, fixtures, wall coverings, finishes and furniture, as well as out of pocket expenses such as those associated with alternative living conditions and relocation fees. The Defendants are responsible for these damages as well as the cost to repair the defective work and building code violations.

36. Upon information and belief, Stock Construction contracted with Ison Brothers Pools for the construction of the pool and pool equipment installation at the Residence.

37. Ison Brothers Pools negligently performed their contract work at the Residence which contributed to the uninhabitable dwelling including defective work and building code violations, and the Owners suffered damages as a result of same, including but not limited to resulting property damages.

38. Specifically, Ison Brothers Pools improperly compacted the soil immediately adjacent to the pool which caused pavers in the surrounding areas of the pool to sink, it also

negligently installed pool equipment which caused overflow of water to reach the residence contributing to the water intrusion into the home and improperly installed equipment in the pool potentially contributing to dangerous and life-threatening carbon monoxide emissions.

39. Upon information and belief, Stock Construction contracted with Cronin Engineering to provide a qualified individual, Derek P. Cronin, to serve as the Engineer of Record for the construction of the Residence.

40. Cronin Engineering negligently rendered professional engineering services which contributed to the uninhabitable dwelling including defective work, and the Owners suffered damages as a result of same, including but not limited to resulting property damages.

41. Specifically, Cronin Engineering defectively designed and/or failed to properly supervise the design of the roof framing system of the Residence which has resulted in the defective construction of the Residence's roof. Additionally, Cronin Engineering failed to properly design/supervise the design of the HVAC system of the Residence, which has caused the HVAC system to fail, has caused mold throughout the home, and has caused them Residence to be under negative pressure. These conditions are more specifically identified in NV5's Report attached hereto.

42. Upon information and belief, Stock Construction contracted with HornerXpress to supply pool equipment for the installation of the pool at the Residence.

43. HornerXpress negligently supplied improper or defective pool equipment which contributed to the uninhabitable dwelling, and the Owners suffered damages as a result of same.

44. Specifically, HornerXpress supplied defectively manufactured pool equipment which has potentially caused dangerous emissions of carbon monoxide.

45. On January 28, 2011, Stock Construction contracted with Slosser to render surveying and/or mapping services in connection with the construction of the Residence. A true and correct copy of the contract is attached hereto as **Exhibit "C"**.

46. Slosser negligently rendered surveying and/or mapping services in connection with the construction of the Residence, contributing to the uninhabitable status of the dwelling including defective work, and the Owners suffered damages as a result of same, including but not limited to resulting property damages.

47. Specifically, Slosser provided negligent surveying services by providing incorrect elevations for the Residence's construction, leading the Residence to be constructed lower than shown on the plans and specifications, which is a contributing source for water intrusion into the residence.

48. On July 17<sup>th</sup>, 2014, Stock Construction contracted with Tibbetts Lumber to provide materials and prepare the truss design constructed at the Residence. A true and correct copy of the contract is attached hereto as **Exhibit "D"**.

49. Tibbetts Lumber negligently rendered truss design services and/or provided deficient materials incorporated into the construction of the Residence, resulting in the uninhabitable status of the dwelling, and the Owners suffered damages as a result of same, including but not limited to resulting property damages.

50. Specifically, Tibbetts in its design of the truss system failed to take into consideration the effects of long-term creep to the roof framing which has caused and will continue to cause the Residence's roof to sag significantly. This condition is more specifically identified in NV5's Report attached hereto as part of Composite Exhibit B.

51. On January 10, 2011, Stock Construction contracted with USA Grading to render sitework services in connection with the construction of the Residence. A true and correct copy of the contract is attached hereto as **Exhibit "E"**.

52. USA Grading rendered negligent and defective sitework services in connection with the construction of the Residence, contributing to the uninhabitable status of the dwelling including defective work and building code violations, and the Owners suffered damages as a result of same, including but not limited to resulting property damages.

53. Specifically, USA Grading failed to properly compact the soil in which the Residence rests, resulting in significant settlement issues in the front entrance and pool area of the Residence. These conditions are more specifically identified and described in the NV5 Report attached hereto as part of Composite Exhibit B.

54. On January 28, 2011, Stock Construction contracted with Cape Coral Plumbing to install the plumbing system at the Residence. A true and correct copy of the contract is attached hereto as **Exhibit "F"**.

55. Cape Coral Plumbing rendered negligent and defective plumbing installation services in connection with the construction of the Residence, contributing to the uninhabitable

status of the dwelling, and the Owners suffered damages as a result of same, including but not limited to resulting property damages.

56. Specifically, Cape Coral Plumbing failed to install certain plumbing features to the Residence, including but not limited to a hose bib outside of the master bedroom and defectively installed other plumbing features throughout the Residence such as a toilet/plumbing to the toilet in the master bedroom. Additionally, upon information and belief, Cape Coral Plumbing was responsible for the installation of all propane piping throughout the Residence. The defective installation of the same is potentially a contributing factor to the carbon monoxide emissions which are ongoing at the Residence.

57. Upon information and belief, Stock Construction contracted with Hulett to perform soil treatment and/or pest control services in connection with the construction of the Residence.

58. Hulett negligently performed soil treatment and/or pest control services in connection with the construction of the Residence, contributing to the uninhabitable status of the dwelling, and the Owners suffered damages as a result of same, including but not limited to the resulting property damages.

59. Specifically, Hulett performed the pre-construction treatment to the soil before the concrete slab of the Residence was poured in a manner in which the moisture barrier of the Residence was disturbed/displaced, contributing to the water intrusion issues in the Residence.

60. On January 9, 2016, Stock Construction contracted with Structural Building Components to perform carpentry and concrete services at the Residence. A true and correct copy of the contract is attached hereto as **Exhibit "G"**.

61. Structural Building Components rendered negligent and defective carpentry and concrete services in connection with the construction of the Residence, contributing to the uninhabitable status of the dwelling, and the Owners suffered damages as a result of same, including but not limited to resulting property damages.

62. Specifically, Structural Building Components negligently poured the concrete slab of the Residence in a manner in which the moisture barrier of the same was disturbed/displaced, contributing to the moisture penetration into the slab of the Residence.

63. On August 25, 2015, Stock Construction contracted with Daly Construction to install metal framing, drywall and to apply stucco at the Residence. A true and correct copy of the contract is attached hereto as **Exhibit "H"**.

64. Daly Construction rendered negligent and defective installation of metal framing and drywall, and application of stucco services in connection with the construction of the Residence, contributing to the uninhabitable status of the dwelling, and the Owners suffered damages as a result of same, including but not limited to resulting property damages.

65. Specifically, Daly Construction negligently installed materials in the home as part of its scope of work which contained mold on them. Additionally, Daly Construction failed to install draft stops at the Residence contributing to the negative pressure issues at the Residence.

66. Upon information and belief, Daly Construction contracted with Green Structures to install metal framing, drywall, and the application of stucco at the Residence as its sub-subcontractor.



67. Green Structures rendered negligent and defective installation of metal framing and drywall, and application of stucco services in connection with the construction of the Residence, contributing to the uninhabitable status of the dwelling including defective work and building code violations, and the Owners suffered damages as a result of same, including but not limited to the consequential and resulting property damages.

68. Specifically, Green Structures negligently installed materials in the home as part of its scope of work which contained mold on them. Additionally, Green Structures failed to install draft stops at the Residence contributing to the negative pressure issues at the Residence.

69. Upon information and belief, Stock Construction contracted with Crown Roofing to install the roofing system at the Residence. A true and correct copy of the contract is attached hereto as **Exhibit "I"**.

70. Crown Roofing rendered negligent and defective roofing installation services in connection with the construction of the Residence, contributing to the uninhabitable status of the dwelling including defective work and building code violations, and the Owners suffered damages as a result of same, including but not limited to resulting property damages.

71. Specifically, Crown Roofing negligently installed the roof of the Residence which has caused significant water leaks into the Residence, including and not limited to a persistent roof leak at the entry feature of the residence.

72. On January 28, 2011, Stock Construction contracted with Bahama Glass to supply and install the windows and sliding doors at the Residence. A true and correct copy of the contract is attached hereto as **Exhibit "J"**.

73. Bahama Glass rendered negligent and defective window and sliding door installation services in connection with the construction of the Residence, contributing to the uninhabitable status of the dwelling, and the Owners suffered damages as a result of same, including but not limited to resulting property damages.

74. Specifically, Bahama Glass negligently installed windows at the residence which are a significant source of warm air and water intrusion into the residence. This condition and the testing performed to identify the water and air intrusion issues ailing the Windows of the Residence are more fully identified in NV5's Report attached hereto as part of Composite Exhibit B.

75. In February 2011, Stock Construction contracted with Ferrellgas to install the propane gas system at the Residence. A true and correct copy of the contract is attached hereto as **Exhibit "K"**.

76. Ferrellgas rendered negligent and defective propane gas installation services in connection with the construction of the Residence, contributing to the uninhabitable status of the dwelling, and the Owners suffered damages as a result of same, including but not limited to the resulting property damages.

77. Specifically, Ferrellgas' negligent installation of the propane gas connections is potentially a contributing source of carbon monoxide emissions in the residence. Additionally, Ferrellgas' negligent installation resulted in water entering the propane gas line at the regulator valve damaging the same. Please see the NV5 Report attached hereto as part of Composite Exhibit B for additional detail relating to these conditions.

78. On January 31, 2011, Stock Construction contracted with J & D to install the HVAC system at the Residence. A true and correct copy of the contract is attached hereto as **Exhibit "L"**.

79. J & D rendered negligent and defective HVAC system design and installation services in connection with the construction of the Residence, contributing to the uninhabitable status of the dwelling, and the Owners suffered damages as a result of same, including but not limited to resulting property damages.

80. Specifically, J & D's defective design of the HVAC system and the placement of the linear diffusers has caused significant damage to the Residence including but not limited to mold throughout the home, the house being under negative pressure, and the improper functioning of the HVAC in the Residence. For a more detailed account of these conditions and J&D's defective design and construction in the Residence, please see NV5's Report attached hereto as part of Composite Exhibit B.

81. On January 10, 2011, Stock Construction contracted with Vitex to perform all pre-wiring services prior to the installation of the alarm system at the Residence. A true and correct copy of the contract is attached hereto as **Exhibit "M"**.

82. Vitex rendered negligent and defective pre-wiring work services in connection with the construction of the Residence, contributing to the uninhabitable status of the dwelling, and the Owners suffered damages as a result of same, including but not limited to resulting property damages.

83. Specifically, Vitex improperly drilled holes in the windows/window frames which contributed to water and hot air intrusion into the Residence, causing significant resulting property damages to the Residence.

84. On January 12, 2011, Stock Construction contracted with United to install insulation, closet shelving units, mirrors and shower enclosures at the Residence. A true and correct copy of the contract is attached hereto as **Exhibit "N"**.

85. United rendered negligent and defective installation services in connection with the construction of the Residence, contributing to the uninhabitable status of the dwelling, and the Owners suffered damages as a result of same, including but not limited to resulting property damages.

86. Specifically, United installed insulation in the Residence that was of lower R-value than required pursuant to the Residence's plans and specifications, resulting in poor performance of the Residence's insulation and contributing to the mold issues in the Residence.

87. On August 6, 2014, Stock Construction contracted with KCI to install precast architectural elements, decorative finishes, and for the application of exterior coatings (Epoxy and Spray-Crete) to the Residence. A true and correct copy of the contract is attached hereto as **Exhibit "O"**.

88. KCI performed negligent and defective installation services in connection with the construction of the Residence, contributing to the uninhabitable status of the dwelling, and the Owners suffered damages as a result of same, including but not limited to resulting property damages.

89. Specifically, KCI's negligent installation of precast architectural elements and decorative finishes near the windows of the Residence was performed in such a way that it contributed to the water and air intrusion into the same.

90. On July 29, 2013, Stock Construction contracted with European Pavers to install pavers on both the lanai and pool deck at the Residence as well as a drain discharge. A true and correct copy of the contract is attached hereto as **Exhibit "P"**.

91. European Pavers performed negligent and defective installation services in connection with the construction of the Residence, contributing to the uninhabitable status of the dwelling, and the Owners suffered damages as a result of same, including but not limited to the resulting property damages.

92. Specifically, European Pavers negligently installed Pavers at the pool and lanai areas of the Residence many of which are sinking and others which are hollow with what appears to be no solid ground underneath.

93. On February 15, 2011, Stock Construction contracted with Stahlman to perform landscaping services at the Residence. A true and correct copy of the contract is attached hereto as **Exhibit "Q"**.

94. Stahlman performed negligent and defective installation services in connection with the construction of the Residence, contributing to the uninhabitable status of the dwelling, and the Owners suffered damages as a result of same, including but not limited to the resulting property damages.

95. Specifically, Stahlamn's negligent placement of landscaping, including but not limited to the placement of mulch on the outer walls of the home, contributed to water intrusion into the slab of the home. Additionally, Stahlman's irrigation and drainage scope of work was likewise negligently performed in that it allowed for significant amounts of standing water contributing to water intrusion into the Residence.

96. Upon information and belief, Stock Construction contracted with South Florida to prepare, at least in part, custom house plan design services, including but not limited to, the preparation of design drawings and/or renderings for construction of the Residence.

97. South Florida performed negligent and defective custom house plan design services in connection with the construction of the Residence, contributing to the uninhabitable status of the dwelling, and the Owners suffered damages as a result of the same, including but not limited to the consequential and resulting property damages.

98. Specifically, South Florida's negligent design of the great room of the home contributed to the mold issues found therein. Additionally, South Florida's negligent design of the Residence contributed at least in part to the fact that the Residence is under negative pressure.

99. On August 1<sup>st</sup>, 2014, Stock Construction contracted with Serenity to build a swimming pool, spa, and to install accessory features. A true and correct copy of the contract is attached hereto as **Exhibit "R"**.

100. Serenity performed negligent and defective construction of the swimming pool, spa, and/or installation of accessory features in connection with the construction of the Residence,

contributing to the uninhabitable status of the dwelling, and the Owners suffered damages as a result of the same, including but not limited to resulting property damages.

101. Specifically, Serenity improperly compacted the soil immediately adjacent to the pool which caused pavers in the surrounding areas of the pool to sink, it also negligently installed pool equipment which caused overflow of water to reach the residence contributing to the water intrusion into the home and improperly installed equipment in the pool potentially contributing to dangerous and life-threatening carbon monoxide emissions.

102. Upon information and belief, Stock Construction contracted with PGT to manufacture and deliver hurricane impact windows for the home.

103. PGT was negligent when it manufactured and delivered defective hurricane impact windows, which it knew would be used for the benefit of the home, and the Owners suffered damages as a result of the same, including resulting property damages.

104. Specifically, PGT's deficiently manufactured windows have caused water and air to leak through the windows, causing significant resulting damage to the home. Additionally, the PGT manufactured windows improperly fog-up obstructing visibility from inside the Residence.

105. Upon information and belief, the home was designed by Brian Stock or at Brian Stock's direction operating through the pseudonym "Stock Architecture," in an effort to deceive the Owners, as neither Brian Stock nor any of the companies he owns are Florida licensed architects or are qualified by one. As an example, the plans and specifications of the home were labeled as if they were "drawn by" "Stock Architecture." Attached hereto as **Exhibit "U"** are certain of the Residence's plans and specifications stamped as "Drawn by:" "Stock Architecture."

106. A search in the Florida Department of State, Division of Corporations, shows no entity with the name of "Stock Architecture" in the state of Florida, either as a stand-alone entity or under a fictitious name. This non-existent entity is used by Brian Stock for the sole purpose of misleading consumers to believe that the design of the home being purchased has been designed by "Stock Architecture," a licensed Architect, when in fact that is not the case.

107. On or about September 5, 2017, the carbon monoxide levels at the Residence caused the carbon monoxide alarm to go off. The Owners were forced to evacuate the Residence and contact Collier County Emergency Services. Attached hereto as **Exhibit "S"** is a true and correct copy of the Collier County Police Report related to the incident.

108. As a result of the construction defects at the Residence, including, but not limited to, carbon monoxide, moisture and mold issues, the Owners had to vacate the premises and are currently living in temporary quarters.

109. The Owners have incurred significant costs related to living expenses as the Residence has been uninhabitable since September 5, 2017. Quail, Stock Development and Stock Construction were on notice of the issues with the Residence long before May 23, 2017, but wrongly never notified the Owners. The Owners suffered personal and physical injuries as a result of heightened levels of gas or other toxic elements at the Residence, including but not necessarily limited to carbon monoxide, as a result of the events leading up to September 5<sup>th</sup>, the events of September 5<sup>th</sup> and subsequent exposure to said toxins. Damages for said personal and physical injuries are sought herein.



110. The Owners have made several demands on Quail, Stock Development and Stock Construction to fulfill their obligations under the Agreement and cure the defects referenced herein, but they have failed to properly and fully remediate the deficient conditions of the Residence.

111. Owners have made several demands on Quail, Stock Construction and Stock Development to cure the defects as a result of their negligent work at the Residence, but Quail, Stock Construction and Stock Development have failed to comply. Further, the Defendants have not reimbursed any of the Owner's out-of-pocket expenses associated with moving and living in temporary quarters.

112. Stock Development and Quail are both owned and controlled Brian Stock, who acts as the entities' Chief Executive Officer.

113. Upon information and belief, Stock Development and Quail all share the same office space, with no physical division between the different employees of each entity, and the entities do not have a lease outlining the terms of each entity's leasehold interest in their respective work space.

114. Stock Development and Quail are marketed to the general public as "Stock" or "Stock Development." Attached hereto as **Exhibit "T"** is a print out of Stock Development's website (stockdevelopment.com) wherein it advertises its homes in the Quail West Community, under the "Stock" or Stock Development" name, but makes no mention whatsoever about Quail.

115. Although Quail and Stock Development engage in business with each other, there are no contractual formalities defining the scope or role of each entity or the financial arrangement to compensate each other for each entity's respective work with the other.

116. Stock Development and Quail use the same employees interchangeably without respecting corporate formalities, such as properly compensating each employee for the work performed for each separate entity.

117. Stock Development and Quail interchangeably execute agreements with their customers without respecting the corporate form. For example, Stock Development executed an Options Change Order and an Addendum to Purchase Agreement Furniture Package in the Agreement between Plaintiffs and Quail, attached hereto as Exhibit "A." Upon information and belief, Quail is underfunded.

118. The relationship of Stock Development and Quail is of such a nature that the corporate form is not respected to the extent that the distinction between the corporate affairs of each entity is blurred. These entities are mere instrumentalities and/or alter egos of one another. The failure to respect the corporate form renders the owners of these entities, including Brian Stock, individually liable, and the Owners reserve the right to join additional owners (other than Brian Stock), if any, in this litigation and/or pursue the recovery of any judgment against any of these particular defendants against the owners of same. The treatment of these entities as mere instrumentalities and/or alter egos of one another, and the formation of Quail in the first instance, was done to mislead potential and actual customers, like the Owners, to commit misrepresentations and a fraud upon them with respect to the identity of the developer and ultimately responsible party and to evade liability. The facts set forth herein to establish the entitlement of the Owners to

pierce the corporate veil are merely examples, and certainly not intended to be an exhaustive list of same.

119. Although the limited warranty, found in Exhibit E of the Agreement, apparently binds Stock Construction as the entity issuing the limited warranty, Stock Development undertook the responsibility of performing and/or overseeing the completion of all the post-closing warranty work when it executed the post-closing “Punch List.” Stock Development did not adequately perform this responsibility free from negligence and did not honor its obligation to the Owners, as the work was not performed timely, nor was it performed free from defects and deficiencies.

**COUNT I – BREACH OF CONTRACT**  
**(AGAINST QUAIL)**

120. Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

121. This is an action for breach of the Agreement against Quail.

122. On or about September 30, 2016, Owners entered into an Agreement with Quail to purchase the Residence.

123. Quail has breached the Agreement by, *inter alia*: (i) failing to properly perform the work in the Agreement free from defects and/or deficiencies, (ii) failing to timely perform the work, and (iii) failing to cure defects in the work. A detailed list of the defects and deficiencies found at the Residence are more specifically documented in the NV5 Report which is attached hereto as Composite Exhibit B.

124. As a direct and proximate result of Quail's breaches of the Agreement, Owners have suffered and continue to suffer damages, including, but not limited to, alternative living accommodation expenses, personal injuries, pain and suffering, loss of value of the Residence and costs to investigate, repair, and remediate Quail's defective work.

125. Owners have performed all of their duties and obligations to Quail under the Agreement.

126. Pursuant to Article 26 of the Agreement, Owners are entitled to recover their costs and attorneys' fees incurred in the prosecution of this Action.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, Quail West Holdings, LLC, awarding Owners their actual damages, including, without limitation, reasonable attorneys' fees pursuant to Article 26 of the Contract and other applicable Florida Law, expert costs, compensatory damages, consequential damages, prejudgment interest, costs of suit and expenses, including expert and consultant costs, together with such other and further relief as this Honorable Court deems just, equitable, and proper.

**COUNT II – NEGLIGENCE**  
**(AGAINST QUAIL)**

127. Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

128. Quail, as the seller of the Residence, by itself and through its agents, servants, and employees, was under a duty to use reasonable care when it supervised, inspected, approved, and accepted the work performed by Stock Construction in the construction of the Residence.

129. Quail, as the seller of the Residence, was under a duty to deliver Owners a habitable dwelling, free from defects and deficiencies, that complied with the applicable building codes and the approved construction plans and specifications.

130. Quail was careless, negligent, and breached its duty of care to the Owner, including but not limited to the following: (1) in the selection of Stock Construction to construct the Residence; (2) in supervising, inspecting, approving, and accepting the work performed by Stock Construction because the Residence is uninhabitable, has significant defects, and fails to comply with the applicable building codes and approved construction plans and specifications; (3) failing to ensure that defects and deficiencies identified in the Residence were timely and appropriate corrected; and (4) failing to retain a registered design professional to prepare the design documents for the construction of the Residence. A detailed list of the defects and deficiencies found at the Residence are more specifically documented in the NV5 Report which is attached hereto as Composite Exhibit B.

131. As a direct and proximate result of Quail's foregoing negligence, Quail provided Owners with a Residence that is uninhabitable, has significant defects, and fails to comply with the applicable building codes and approved construction plans and specifications.

132. As a direct and proximate result of Quail's negligence, Owners have suffered and continue to suffer damages, including, but not limited to, pain and suffering, personal injuries, alternative living accommodation expenses, loss of value of the Residence, and costs to investigate, repair and remediate Quail's work.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Quail West Holdings, LLC, awarding Owners actual damages, including, without limitation, reasonable attorneys' fees, compensatory damages, consequential damages, prejudgment interest, costs of suit and expenses, including expert and consultant costs, together with such other and further relief as this Honorable Court deems just, equitable, and proper.

**COUNT III – STATUTORY ACTION FOR VIOLATION OF BUILDING CODES**  
**PURSUANT TO FLORIDA STATUTE § 553.84**  
**(AGAINST QUAIL)**

133. Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

134. This is an action for Violation of Building Codes pursuant to Florida Statute § 553.84.

135. Florida Statute § 553.84 provides, among other things, that "...any person or party, in an individual capacity or on behalf of a class of persons or parties, damaged as a result of a violation of this part of the Florida Building Code, has a cause of action in any court of competent jurisdiction against the person or party who committed the violation..."

136. The Florida Building Code establishes minimum standards primarily for public health and life safety, and secondarily for protection of property as appropriate.

137. Quail, as seller of the Residence, actively participated in, among other things, the supervision, inspection, approval, and acceptance of the defective work at the Residence in violation of Florida Statute § 553.84 and the Florida Building Code.

138. Specifically, the following Florida Building Code provisions were violated by Quail:

- 2014 Florida Building Code - 1804.5 Compacted fill material,
- 2014 Florida Building Code - 1804.6 Controlled low-strength material,
- 2014 Florida Building Code - R302.5 Dwelling/garage opening/penetration protection,
- 2014 Florida Building Code - R302.5.1 Opening protection,
- 2014 Florida Building Code - R302.6 Dwelling/garage fire separation,
- 2014 Florida Building Code - R401.3 Drainage.

139. The building code violations applicable to Quail are more fully described in the NV5's Preliminary Summary of 2014 Building Code Violations attached hereto as part of Composite Exhibit B.

140. Quail knew or should have known of the violations of Florida Statute § 553.84 and the Florida Building Code, and failed to adequately address and correct same.

141. As a direct and proximate result of Quail committing violations of Florida Statute § 553.84 and the Florida Building Code, Owners have suffered and continue to suffer damages, including, but not limited to, alternative living accommodation expenses, pain and suffering, loss of value of the residence, personal injuries, and costs to investigate, repair and remediate Quail's work.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, Quail West Holdings, LLC, awarding Owners their actual damages, including, without

limitation, reasonable attorneys' fees pursuant to Florida Statutes and applicable law, compensatory damages, consequential damages, prejudgment interest, costs of suit and expenses, including expert and consultant costs, together with such other and further relief as this Honorable Court deems just, equitable, and proper.

**COUNT IV – NEGLIGENCE**  
**(AGAINST STOCK DEVELOPMENT, LLC)**

142. Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

143. Stock Development was responsible for performing and resolving all post-closing warranty work, as evidenced in the "Punch List" attached hereto as Exhibit "T".

144. Stock Development was under a duty to perform and/or supervise the performance of the post-closing warranty work at the Residence.

145. Stock Development was careless, negligent, and breached its duty of care in performing and/or supervising the post-completion warranty work performed at the Residence by either negligently performing and/or supervising the same or not performing it at all.

146. As a direct and proximate result of Stock Development's negligence, Owners have suffered and continue to suffer damages, including, but not limited to, alternative living accommodation expenses, pain and suffering, loss of value of the residence, personal injuries, and costs to investigate, repair and remediate Quail's work.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Stock Development, LLC, awarding Owners actual damages, including, without limitation, reasonable



attorneys' fees pursuant to Florida Statutes and applicable law, compensatory damages, consequential damages, prejudgment interest, costs of suit and expenses, expert and consultant costs, together with such other and further relief this Honorable Court deems just, equitable, and proper.

**COUNT V – PIERCE CORPORATE VEIL**  
**(AGAINST STOCK DEVELOPMENT, LLC AND BRIAN STOCK)**

147. Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

148. Upon information and belief, Quail is a single purpose entity with no or minimal assets formed for the wrongful purpose of misleading and/or defrauding its customers and to wrongfully shield itself from liability. Upon information and belief, Quail is underfunded and lacks any significant experience in developing homes such as the Residence.

149. Stock Development uses its brand name, "Stock", as well as its experience and prior achievements to lure customers, via marketing materials and other misrepresentations, into purchasing a home from what was misrepresented to be "Stock" or "Stock Development," but executed agreements with its clients through its single purpose entities, such as Quail, to wrongly limit Stock Development's liability with its customers.

150. Both Quail and Stock Development are owned and controlled by Brian Stock, who also acts as both company's Chief Executive Officer.

151. Quail is simply an alter ego and mere instrumentality of Stock Development and Brian Stock, as the distinction between corporate affairs of each entity, and the individual affairs

of Brian Stock is blurred. These entities are mere instrumentalities and/or alter egos of one another and of Brian Stock. The failure to respect the corporate form renders Brian Stock individually liable, and Stock Development liable, for the debts of Quail. The treatment of these entities as mere instrumentalities and/or alter egos of one another, and of Brian Stock, and the formation of Quail in the first instance, was done to mislead customers, like the Owners, and to commit a fraud upon them, making them think that the developer of the Residence was experienced. It was also done to evade liability and trick customers. The Owners were damaged by this as they were misled to believe that their Residence was being designed, developed and constructed by experienced professionals that would perform their obligations consistent with the requisite experience, reputation and skill of “Stock” and/or “Stock Development”, and for the reasons set forth herein, this was not correct and the Owners were damaged. The failure to follow any corporate formalities likewise damaged the Owners in that “Stock” and/or “Stock Development” have taken (albeit wrongly) the position that they have no obligation to the Owners, and thus selling them a defective and uninhabitable home and refusing to address the issues. Furthermore, Stock Development and Brian Stock have misrepresented and fraudulently led the Owners to believe that the Residence was designed by (and construction supervised and approved by) a licensed and experienced design professional called “Stock Architecture”, which it was not, as is evidenced by the large amount of design and construction defects. The facts set forth herein to establish the entitlement of the Owners to pierce the corporate veil are merely examples, and certainly not intended to be an exhaustive list of same. Additional facts are known and will be uncovered during the continued discovery in this matter.

152. Upon information and belief, Quail and Stock Development are all entities that are owned entirely by Brian Stock.

153. Quail and Stock Development all share the same physical office space. Upon information and belief, no lease exists between the party holding the lease and the other entity.

154. Quail and Stock Development all use each respective company's employees interchangeably without respecting corporate formalities, such as properly compensating each employee for the work they perform for each of the respective entity. Instead, employees are compensated by one single entity, regardless of the work they perform for the other related entities.

155. Quail and Stock Development engage in business with each other without following any contractual formalities defining the scope of the business relationship or the financial arrangement for compensating each other for work performed.

156. Upon information and belief, Quail and Stock Development use each respective company's funds interchangeably to manage cash-flow between entities without following any corporate formalities regarding the same, such as properly accounting for such intercompany loans or properly maintaining documentation such as loan documents, IOUs, etc.

157. Stock Development and Quail interchangeably execute agreements with their customers without respecting the corporate form.

158. Homes sold by Stock Development and Quail are all deliberately and fraudulently marketed to the general public as if the seller is "Stock Development" or "Stock" to wrongfully take advantage of Stock Development's name recognition, experience and accolades in the marketplace, never disclosing to their customers until an agreement for the purchase of a residence is presented who in fact is the real seller of the residence. The same is true with "Stock

Architecture”. The Owners were damaged by this improper conduct for the reasons set forth throughout this Second Amended Complaint.

159. The fraudulent and/or improper use of this corporate form and name “Stock”, caused injury to the Plaintiffs.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, Quail West, LLC, and a declaration that Stock Development, LLC and Brian Stock are joint and severally liable with Quail for all damages that the Owners are entitled to per the Agreement and for all other common law causes of action brought against Quail listed in this Complaint,<sup>2</sup> awarding Owners their actual damages, including, without limitation, reasonable attorneys’ fees pursuant to Florida Statutes and applicable law, and the Agreement, compensatory damages, consequential damages, compensatory damages, prejudgment interest, costs of suit and expenses, including expert and consultant fees, together with such other and further relief as this Honorable Court deems just, equitable, and proper.

**COUNT VI – NEGLIGENCE**  
**(AGAINST STOCK CONSTRUCTION, LLC)**

160. Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

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<sup>2</sup> These causes of action include, but are not limited to Count I – Breach of Contract; Count II - Negligence; Count III - Building Code Violations; Count IV – Negligence; Count VIX – Negligence; Count LV Negligent Misrepresentation.

161. Stock Construction, as the contractor of the Residence, by itself and through its agents, servants, and employees, constructed, supervised, inspected, approved, and accepted the work performed on the Residence and was under a duty to Owners to use reasonable care in doing so.

162. Stock Construction, as the contractor of the Residence, by itself and through its agents, servants, and employees, undertook and was under a duty to perform the work at the Residence in accordance with the applicable building codes, approved construction plans and specifications, and appropriate construction practices.

163. Stock Construction was careless, negligent, and breached its duty of care in constructing, supervising, inspecting, approving, and accepting the work performed at the Residence because of its failure to comply with the applicable building codes, failure to construct in accordance with approved construction plans and specifications, and failure to employ appropriate construction practices in the construction of the Residence.

164. As a direct and proximate result of Stock Construction's foregoing negligence, Stock Construction constructed a residence with significant construction defects and deficiencies.

165. As a direct and proximate result of Stock Construction's negligence, Owners have suffered and continue to suffer damages, including, but not limited to, personal injuries, pain and suffering, alternative living accommodation expenses, loss of value of the Residence and costs to investigate, repair and remediate Stock Construction's work.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Stock Construction, LLC, awarding Owners actual damages, including, without limitation, reasonable

attorneys' fees pursuant to Florida Statutes and applicable law, compensatory damages, consequential damages, prejudgment interest, costs of suit and expenses, including expert and consultant costs, together with such other and further relief this Honorable Court deems just, equitable, and proper.

**COUNT VII – STATUTORY ACTION FOR VIOLATION OF BUILDING CODES**  
**PURSUANT TO FLORIDA STATUTE § 553.84**  
**(AGAINST STOCK CONSTRUCTION, LLC)**

166. Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

167. This is an action for Violation of Building Codes pursuant to Florida Statute § 553.84.

168. Florida Statute § 553.84 provides, among other things, that "...any person or party, in an individual capacity or on behalf of a class of persons or parties, damaged as a result of a violation of this part of the Florida Building Code, has a cause of action in any court of competent jurisdiction against the person or party who committed the violation..."

169. The Florida Building Code establishes minimum standards primarily for public health and life safety, and secondarily for protection of property as appropriate.

170. Stock Construction, as contractor of the Residence, actively participated in, among other things, the construction, supervision, inspection, approval, and acceptance of the defective and deceptive work at the Residence in violation of Florida Statute § 553.84 and the Florida Building Code.

171. Specifically, the following Florida Building Code provisions were violated by Stock Construction:

- 2014 Florida Building Code - 1804.5 Compacted fill material,
- 2014 Florida Building Code - 1804.6 Controlled low-strength material,
- 2014 Florida Building Code - R302.5 Dwelling/garage opening/penetration protection,
- 2014 Florida Building Code - R302.5.1 Opening protection,
- 2014 Florida Building Code - R302.6 Dwelling/garage fire separation,
- 2014 Florida Building Code - R401.3 Drainage.

172. The building code violations applicable to Stock Construction are more fully described in the NV5's Preliminary Summary of 2014 Building Code Violations attached hereto as part of Composite Exhibit B.

173. Stock Construction knew or should have known of the violations of Florida Statute § 553.84 and the Florida Building Code.

174. As a direct and proximate result of Stock Construction committing violations of Florida Statute § 553.84 and the Florida Building Code, Owners have suffered and continue to suffer damages, including, but not limited to, personal injuries, pain and suffering, alternative living accommodation expenses, loss of value of the Residence and costs to investigate, repair and remediate Stock Construction's work.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, Stock Construction, LLC, awarding Owners their actual damages, including, without

limitation, reasonable attorneys' fees pursuant to Florida Statutes and applicable law, compensatory damages, consequential damages, prejudgment interest, costs of suit and expenses, including consultant and expert costs, together with such other and further relief as this Honorable Court deems just, equitable, and proper.

**COUNT VIII – BREACH OF WARRANTY**  
**(AGAINST STOCK CONSTRUCTION, LLC)**

175. Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

176. Stock Construction issued a limited warranty to the Owners warranting the Residence against any and all mechanical and structural defects for the period of one (1) year from the date of the closing of the Residence.

177. Stock Construction was under a duty to correct any and all mechanical and structural defects found in the home within the one (1) year limited warranty period.

178. Owners relied on this warranty when they purchased the Residence.

179. Owners timely notified Stock Construction of the various mechanical and structural defects found at the home.

180. Stock Construction has breached the warranty by failing to correct the various mechanical and structural defects found at the Residence.



181. Owners have suffered damages as a result of Stock Construction's breach of the limited warranty, including resulting property damage to other property and physical and personal injuries.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Stock Construction, LLC, awarding Owners actual damages, including, without limitation, reasonable attorneys' fees pursuant to Florida Statutes and applicable law, compensatory damages, prejudgment interest, costs of suit and expenses, including consultant and expert costs together with such other and further relief this Honorable Court deems just, equitable, and proper.

**COUNT VIX – NEGLIGENCE**  
**(AGAINST BRIAN STOCK)**

182. Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

183. Upon information and belief, Brian Stock prepared and/or directed the preparation of the design documents and specifications for the construction of the Residence apparently operating as "Stock Architecture."

184. "Stock Architecture" is not a Florida registered entity and is not qualified by a Florida licensed Architect. Neither Brian Stock nor any of the entities he owns, Quail or Stock Development, are Florida licensed Architects or are qualified by a Florida licensed Architect.

185. Upon information and belief, Brian Stock prepared or directed the preparations of the design documents and specifications for the construction of the Residence through the pseudonym "Stock Architecture."

186. Brian Stock operating through the pseudonym "Stock Architecture," was responsible for, among other things: (i) providing complete and full architectural services; (ii) preparing design documents, including drawings and specifications; (iii) coordinating the design of civil engineering, structural, mechanical and electrical systems; (iv) resolving design conflicts; and (x) otherwise properly managing the design process.

187. Brian Stock operating through the pseudonym "Stock Architecture," breached his duty to the Owners and breached the applicable standard of care by providing a design for the home that was deficient and incomplete. This conduct also violated Florida law, and applicable building codes, for which the Owners were damaged, and for which they are entitled to recover per Fla. Stat. § 553.84. *See also* Fla. Stat. § 481.223(1) which states that a person may not knowingly... (c) Use the name or title "architect" or "registered architect," or "interior designer" or "registered interior designer," or words to that effect, when the person is not then the holder of a valid license issued pursuant to this part." Further, Fla. Stat. § 481.223(2) provides that "Any person who violates any provision of subsection (1) commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083."

188. As a direct and foreseeable result of Brian Stock's negligent acts, errors and/or omissions, the Owners have suffered both direct and special damages including, without limitation, diminution in value, expert testing and consulting expenses, legal expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages, including but not limited to physical and personal injuries, and all other damages set forth in this Second Amended Complaint.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Brian Stock, awarding Owners actual damages, including, without limitation, reasonable attorneys' fees pursuant to Florida Statutes and applicable law, compensatory damages, prejudgment interest, costs of suit and expenses, including consultant and expert costs together with such other and further relief this Honorable Court deems just, equitable, and proper.

**COUNT X – NEGLIGENCE**  
**(AGAINST ISON BROTHERS POOLS, LLC)**

189. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

190. This is a claim for negligence by the Owners against Ison Brothers Pools.

191. Ison Brothers was retained by Stock Construction to perform the pool installation at the Residence and was under a duty to Stock Construction to use reasonable care in doing so.

192. Ison Brothers Pools, as a subcontractor of Stock Construction, by itself and through its agents, servants and employees undertook and was under a duty to perform its scope of work at the Residence in accordance with the requirements of the applicable building codes, approved construction plans and specifications and appropriate construction practices.

193. Ison Brothers was careless and negligent in performing its scope of work at the Residence, and in so doing, breached the duty it owed the Owners.

194. Specifically, Ison Brothers Pools improperly compacted the soil immediately adjacent to the pool which caused pavers in the surrounding areas of the pool to sink, it also negligently installed pool equipment which caused and/or contributed to damage from an overflow

stemming from a broken line, which potentially caused water intrusion in the Residence and improperly installed equipment in the pool potentially contributing to dangerous and life-threatening carbon monoxide emissions.

195. Ison Brothers Pools knew the Owners were relying on it to adequately furnish its scope of work free and clear of deficiencies and in a non-negligent manner, and the Owners did, in fact, reasonably rely on same, to their detriment. Ison Brothers Pools owed the Owners a duty of care which it breached.

196. As a direct and proximate result of Ison Brothers Pools' negligence, the Owners have been damaged.

197. Ison Brothers Pools deficient pool installation caused resulting property damage, the Owners have suffered both direct and special damages including, without limitation attorneys' fees, diminution in value, expert testing and consulting expenses, legal expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, Ison Brothers Pools, LLC, awarding the Owners their actual and consequential damages, including without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XI – PROFESSIONAL NEGLIGENCE**  
**(AGAINST CRONIN ENGINEERING, INC.)**

198. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

199. This is a claim for professional negligence by the Owners against Cronin Engineering.

200. Stock Construction was to perform its work in accordance with the design documents and specifications specifically prepared by Cronin Engineering.

201. Cronin Engineering had a duty to provide proper design, material selection, and engineering services in accordance with the standard of care used by similar design professional in the same locale under similar circumstances. Cronin Engineering knew that the Owners were relying on it to adequately furnish its scope of work clear of deficiencies and in a non-negligent manner, and the Owners did, in fact, reasonably rely on the same, to their detriment. Cronin Engineering owed the Owners a duty of care, which it breached.

202. Cronin Engineering submitted/ reviewed structural and Mechanical design documents and specifications for the Owners' benefit, where Stock Construction pursuant to its obligations to the Owners would rely on Cronin Engineering's design documents and specifications for guidance and use to construct the Residence.

203. Specifically, Cronin Engineering defectively designed and/or failed to properly supervise the design of the roof framing system of the Residence which has resulted in the defective construction of the Residence's roof, which is now sagging. Additionally, Cronin

Engineering failed to properly design/supervise the design of the HVAC system of the Residence, which has caused the HVAC system to fail, has caused mold throughout the home, and has caused them Residence to be under negative pressure. These conditions are more fully described in the NV5 Report attached hereto as part of Composite Exhibit B.

204. As a direct and foreseeable result of Cronin Engineering's alleged professionally negligent acts, errors and/or omissions, the Owners have suffered actual and consequential damages, including without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages, prejudgment interest, costs of suit and expenses.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, Cronin Engineering, Inc. awarding the Owners their actual and consequential damages, including without limitation, diminution in value, expert testing and consulting expenses, property damages, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XII-NEGLIGENCE**  
**(AGAINST HORNERXPRESS-SOUTH FLORIDA, INC.)**

205. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

206. This is a claim for negligence by the Owners against HornerXpress.

207. HornerXpress was retained by Stock Construction to supply pool equipment for the installation of the pool at the Residence and was under a duty to Stock Construction to use reasonable care in doing so.

208. HornerXpress, as a subcontractor of Stock Construction, by itself and through its agents, servants and employees undertook and was under a duty to supply the proper and non-defective pool equipment for incorporation at the Residence in accordance with the approved construction plans and specifications and the appropriate construction practices.

209. HornerXpress was careless and negligent in supplying improper and/or defective pool equipment, and in so doing, breached the duty it owed the Owners. HornerXpress knew the Owners were relying on it to adequately furnish the proper and non-defective pool equipment for installation at the Residence in a non-negligent manner, and the Owners did, in fact, reasonably rely on same, to its detriment. HornerXpress owed the Owners a duty of care which it breached.

210. Specifically, HornerXpress supplied defectively manufactured pool equipment which has caused/still causing life threatening emissions of carbon monoxide.

211. As a direct and proximate result of HornerXpress' deficient/defective pool equipment, the Owners have suffered both direct and special damages including, without limitation to diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, HornerXpress – South Florida, Inc., awarding the Owners their actual and consequential damages, including without limitation, diminution in value of the Residence, expert

testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XIII – PROFESSIONAL NEGLIGENCE**  
**(AGAINST KRIS A. SLOSSER)**

212. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

213. This is a claim for professional negligence by the Owners against Slosser.

214. Stock Development and/or Stock Construction were to perform their work in accordance with the surveying and/or mapping services specifically performed by Slosser.

215. Slosser had a duty to provide proper surveying and/or mapping services in accordance with the standard of care used by similar licensed Surveyor and Mappers in the same locale under similar circumstances. Slosser knew that the Owners were relying on him to adequately furnish his scope of work clear of deficiencies and in a non-negligent manner, and the Owners did, in fact, reasonably rely on the same, to their detriment. Slosser owed the Owners a duty of care, which he breached.

216. Specifically, Slosser provided negligent surveying services by providing incorrect elevations for the Residence's construction, leading the Residence to be constructed lower than shown on the plans and specifications, which is a contributing source for water intrusion into the residence.



217. Slosser performed surveying and/mapping services for the Owners' benefit, where Stock Construction would rely on Slosser's surveying and/mapping services for guidance and use to construct the Residence.

218. As a direct and foreseeable result of Slosser's alleged professionally negligent acts, errors and/or omissions, the Owner has suffered actual and consequential damages, including without limitation, diminution in value of the Residence, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages, prejudgment interest, costs of suit and expenses.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, Kris A. Slosser awarding the Owners their actual and consequential damages, including without limitation, diminution in value of the Residence, expert testing and consulting expenses, property damages, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XIV – NEGLIGENCE**  
**(AGAINST TIBBETTS LUMBER CO., LLC)**

219. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

220. This is a claim for negligence by the Owners against Tibbetts Lumber.

221. Tibbetts Lumber was retained by Stock Construction to prepare the truss design at the Residence and was under a duty to Stock Construction to use reasonable care in doing so.

222. Tibbetts Lumber, as a subcontractor of Stock Construction, by itself and through its agents, servants and employees undertook and was under a duty to perform its scope of work at the Residence in accordance with the requirements of the applicable building codes, approved construction plans and specifications and appropriate construction practices.

223. Tibbetts Lumber was careless and negligent in performing its scope of work at the Residence, and in so doing, breached the duty it owed the Owners. Tibbetts Lumber knew the Owners were relying on it to adequately furnish its scope of work free and clear of deficiencies and in a non-negligent manner, and the Owners did, in fact, reasonably rely on same, to their detriment. Tibbetts Lumber owed the Owners a duty of care which it breached.

224. Specifically, Tibbett's, in its design of the truss system failed to take into consideration the effects of long-term creep to the roof framing which has caused and will continue to cause the Residence's roof to sag significantly. This condition is more specifically identified in NV5's Report attached hereto as part of Composite Exhibit B.

225. As a direct and proximate result of the negligence of Tibbetts Lumber, the Owners have suffered actual and consequential damages, including without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages, prejudgment interest, costs of suit and expenses.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, Tibbetts Lumber Co., LLC, awarding the Owners their actual and consequential damages, including without limitation, diminution in value, expert testing and consulting

expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XV – NEGLIGENCE**  
**(AGAINST USA GRADING, INC.)**

226. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

227. This is a claim for negligence by the Owners against USA Grading.

228. USA Grading was retained by Stock Construction to perform sitework services at the Residence and was under a duty to Stock Construction to use reasonable care in doing so.

229. USA Grading, as a subcontractor of Stock Construction, by itself and through its agents, servants and employees undertook and was under a duty to perform its scope of work at the Residence in accordance with the requirements of the applicable building codes, approved construction plans and specifications and appropriate construction practices.

230. USA Grading was careless and negligent in performing its scope of work improperly and deficiently at the Residence, and in so doing, breached the duty it owed the Owners.

231. Specifically, USA Grading failed to properly compact the soil in which the Residence rests, resulting in significant settlement issues in the front entrance and pool area of the Residence. These conditions are more specifically identified and described in the NV5 Report attached hereto as part of Composite Exhibit B.

232. USA Grading knew the Owners were relying on it to adequately furnish its scope of work free and clear of deficiencies and in a non-negligent manner, and the Owners did, in fact, reasonably rely on same, to their detriment. USA Grading owed the Owners a duty of care which it breached.

233. As a direct and proximate result of the negligence of USA Grading, the Owners have been damaged. The negligence of USA Grading has caused and/or contributed to the defective work and building code violations.

234. As a result of the deficient sitework services performed by USA Grading, the same caused other property damage, the Owners have suffered both direct and special damages including, without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, USA Grading, Inc. awarding the Owners their actual and consequential damages, including without limitation, reasonable attorneys' fees, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XVI – STATUTORY ACTION FOR VIOLATION OF BUILDING  
CODES PURSUANT TO FLORIDA STATUTE § 553.84  
(AGAINST USA GRADING, INC.)**

235. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

236. This is an action for Violation of Building Codes pursuant to Florida Statute § 553.84.

237. Florida Statute § 553.84 provides among other things, that ". . . any person or party, in an individual capacity or on behalf of a class of persons or parties damaged as a result of a violation of this part of the Florida Building Code, has a cause of action in any court or competent jurisdiction against the person or party who committed the violation . . ."

238. The Florida Building Code establishes minimum standards primarily for public health and life safety, and secondarily for protection of property as appropriate. The Florida Building Code also contains laws and rules which pertain to and govern, among other matters, the design, construction, and erection of the Residence.

239. USA Grading actively participated in, among other things, the construction, and/or erection of the Residence, and USA Grading constructed certain improvements, including sitework of the Residence resulting in defects and deficiencies in violation of Florida Statute § 553.84 and Florida Building Code.

240. Specifically, the following Florida Building Code provisions were violated by USA Grading:

- 2014 Florida Building Code - 1804.5 Compacted fill material,
- 2014 Florida Building Code - 1804.6 Controlled low-strength material,

- 2014 Florida Building Code - R401.3 Drainage.

241. The building code violations applicable to USA Grading are more fully described in the NV5's Preliminary Summary of 2014 Building Code Violations attached hereto as part of Composite Exhibit B.

242. USA Grading knew or should have known that violations Florida Statute § 553.84 and the Florida Building Code existed.

243. As a direct and proximate result of USA Grading's violations of Florida Statute § 553.84 and the Florida Building Code, the Owners have suffered and continue to suffer damages, including but not limited to the costs to repair and/or remediate: (i) USA Grading's deficient Work; and (ii) other property damaged by USA Grading's deficient Work.

**WHEREFORE**, Plaintiffs Luann Turco and John Turco, demand judgment against Defendant, USA Grading, Inc. awarding the Owners their actual and consequential damages, including without limitation, diminution in value of the Residence, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XVII – NEGLIGENCE**  
**(AGAINST CAPE CORAL PLUMBING, INC.)**

244. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

245. This is a claim for negligence by the Owners against Cape Coral Plumbing.

246. Cape Coral Plumbing was retained by Stock Construction to perform the installation of the plumbing system at the Residence and was under a duty to Stock Construction to use reasonable care in doing so.

247. Cape Coral Plumbing, as a subcontractor of Stock Construction, by itself and through its agents, servants and employees undertook and was under a duty to perform its scope of work at the Residence in accordance with the requirements of the applicable building codes, approved construction plans and specifications and appropriate construction practices.

248. Cape Coral Plumbing was careless and negligent in performing its scope of work improperly and deficiently at the Residence, and in so doing, breached the duty it owed the Owners.

249. Cape Coral Plumbing failed to install certain plumbing features to the Residence, including but not limited to a hose bib outside of the master bedroom and defectively installed other plumbing features throughout the Residence such as a toilet/plumbing to the toilet in the master bedroom. Additionally, upon information and belief, Cape Coral Plumbing was responsible for the installation of all propane piping throughout the Residence. The defective installation of the same is potentially a contributing factor to the carbon monoxide emissions which are ongoing at the Residence.

250. Cape Coral Plumbing knew the Owners were relying on it to adequately furnish its scope of work free and clear of deficiencies and in a non-negligent manner, and the Owners did, in fact, reasonably rely on same, to their detriment. Cape Coral Plumbing owed the Owners a duty of care which it breached.

251. As a direct and proximate result of the deficient plumbing services performed by Cape Coral Plumbing, the Owners have suffered both direct and special damages including, without limitation to diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, Cape Coral Plumbing, Inc. awarding the Owners their actual and consequential damages, including without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XVIII – NEGLIGENCE**  
**(AGAINST HULETT ENVIRONMENTAL SERVICES, INC.)**

252. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

253. This is a claim for negligence by the Owners against Hulett.

254. Hulett was retained by Stock Development or Stock Construction to perform soil treatment and/or pest control services at the Residence and was under a duty to Stock Development or Stock Construction to use reasonable care in doing so.

255. Hulett, as a subcontractor of Stock Development or Stock Construction, by itself and through its agents, servants and employees undertook and was under a duty to perform its



scope of work at the Residence in accordance with the requirements of the applicable building codes, approved construction plans and specifications and appropriate construction and pest control practices.

256. Hulett was careless and negligent in performing its scope of work improperly and deficiently at the Residence, and in so doing, breached the duty it owed the Owners.

257. Specifically, Hulett performed the pre-construction treatment to the soil before the concrete slab of the Residence was poured in a manner in which the moisture barrier of the Residence was disturbed/displaced, contributing to the water intrusion issues in the Residence.

258. Hulett knew the Owners were relying on it to adequately furnish its scope of work free and clear of deficiencies and in a non-negligent manner, and the Owners did, in fact, reasonably rely on same, to its detriment. Hulett owed the Owners a duty of care which it breached.

259. As a direct and proximate result of the negligence of Hulett, the Owners have been damaged. The negligence of Hulett has caused and/or contributed to the defective work and building code violations.

260. As a direct and proximate result of the deficient soil treatment and/or pest control services performed by Hulett, the Owners have suffered both direct and special damages including, without limitation resulting property damage, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, Hulett Environmental Services, Inc. awarding the Owners their actual and consequential damages, including without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XIX-NEGLIGENCE**  
**(AGAINST STRUCTURAL BUILDING COMPONENTS LLC)**

261. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

262. This is a claim for negligence by the Owners against Structural Building Components.

263. Structural Building Components was retained by Stock Construction to perform carpentry and concrete services at the Residence and was under a duty to Stock Construction to use reasonable care in doing so.

264. Structural Building Components, as a subcontractor of Stock Construction, by itself and through its agents, servants and employees undertook and was under a duty to perform its scope of work at the Residence in accordance with the requirements of the applicable building codes, approved construction plans and specifications and appropriate construction practices.

265. Structural Building Components was careless and negligent in performing its scope of work improperly and deficiently at the Residence, and in so doing, breached the duty it owed the Owners.

266. Specifically, Structural Building Components negligently poured the concrete slab of the Residence in a manner in which the moisture barrier of the same was disturbed/displaced, contributing to the moisture penetration into the slab of the Residence.

267. Structural Building Components knew the Owners were relying on it to adequately furnish its scope of work free and clear of deficiencies and in a non-negligent manner, and the Owners did, in fact, reasonably rely on same, to their detriment. Structural Building Components owed the Owners a duty of care which it breached.

268. As a direct and proximate result of the deficient concrete services performed by Structural Building Components, the Owners have suffered both direct and special damages including, without limitation, other property damage, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, Structural Building Components, LLC. awarding the Owners their actual and consequential damages, including without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XX–NEGLIGENCE**  
**(AGAINST DALY CONSTRUCTION OF SW FLORIDA, INC.)**

269. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

270. This is a claim for negligence by the Owners against Daly Construction.

271. Daly Construction was retained by Stock Construction to perform the installation of metal framing, drywall, and the application of stucco at the Residence and was under a duty to Stock Construction to use reasonable care in doing so.

272. Daly Construction, as a subcontractor of Stock Construction, by itself and through its agents, servants and employees undertook and was under a duty to perform its scope of work at the Residence in accordance with the requirements of the applicable building codes, approved construction plans and specifications and appropriate construction practices.

273. Daly Construction was careless and negligent in performing its scope of work improperly and deficiently at the Residence, and in so doing, breached the duty it owed the Owners.

274. Specifically, Daly Construction negligently installed materials in the home as part of its scope of work which contained mold on them. Additionally, Daly Construction failed to install draft stops at the Residence contributing to the negative pressure issues at the Residence.

275. Daly Construction knew the Owners were relying on it to adequately furnish its scope of work free and clear of deficiencies and in a non-negligent manner, and the Owners did,

in fact, reasonably rely on same, to their detriment. Daly Construction owed the Owners a duty of care which it breached.

276. As a direct and proximate result of Daly Construction's negligence, the Owners have suffered both direct and special damages including, without limitation diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, Daly Construction of SW Florida, Inc. awarding the Owners their actual and consequential damages, including without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XXI-NEGLIGENCE**  
**(AGAINST GREEN STRUCTURES OF SWFL, INC.)**

277. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

278. This is a claim for negligence by the Owners against Green Structures.

279. Green Structures was retained by Daly Construction to perform the installation of metal framing, drywall, and the application of stucco at the Residence and was under a duty to Daly Construction to use reasonable care in doing so.

280. Green Structures, as a subcontractor of Daly Construction, by itself and through its agents, servants and employees undertook and was under a duty to perform its scope of work at the Residence in accordance with the requirements of the applicable building codes, approved construction plans and specifications and appropriate construction practices.

281. Green Structures was careless and negligent in performing its scope of work improperly and deficiently at the Residence, and in so doing, breached the duty it owed the Owners.

282. Specifically, Green Structures negligently installed materials in the home as part of its scope of work which contained mold on them. Additionally, Green Structures failed to install draft stops at the Residence contributing to the negative pressure issues at the Residence.

283. Green Structures knew the Owners were relying on it to adequately furnish its scope of work free and clear of deficiencies and in a non-negligent manner, and the Owners did, in fact, reasonably rely on same, to their detriment. Green Structures owed the Owners a duty of care which it breached.

284. As a direct and proximate result of Green Structures' negligence the Owners have suffered both direct and special damages including, without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, Green Structures of SWFL, Inc. awarding the Owners their actual and consequential damages, including without limitation, diminution in value, expert testing and consulting

expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XXII – NEGLIGENCE**  
**(AGAINST CROWN ROOFING LLC)**

285. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

286. This is a claim for negligence by the Owners against Crown Roofing.

287. Crown Roofing was retained by Stock Construction to perform the installation of the roofing system at the Residence and was under a duty to Stock Construction to use reasonable care in doing so.

288. Crown Roofing, as a subcontractor of Stock Construction, by itself and through its agents, servants and employees undertook and was under a duty to perform its scope of work at the Residence in accordance with the requirements of the applicable building codes, approved construction plans and specifications and appropriate construction practices.

289. Crown Roofing was careless and negligent in performing its scope of work improperly and deficiently at the Residence, and in so doing, breached the duty it owed the Owners.

290. Specifically, Crown Roofing negligently installed the roof of the Residence which has caused significant water leaks into the Residence, including and not limited to a persistent roof leak at the entry feature of the residence.

291. Crown Roofing knew the Owners were relying on it to adequately furnish its scope of work free and clear of deficiencies and in a non-negligent manner, and the Owners did, in fact, reasonably rely on same, to their detriment. Crown Roofing owed the Owners a duty of care which it breached.

292. As a direct and proximate result of the deficient roofing services performed by Crown Roofing, the Owners have suffered both direct and special damages including, without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, Crown Roofing, LLC awarding the Owners their actual and consequential damages, including without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XXIII – NEGLIGENCE**  
**(AGAINST BAHAMA GLASS & WINDOW, INC.)**

293. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

294. This is a claim for negligence by the Owners against Bahama Glass.



295. Bahama Glass was retained by Stock Construction to perform the installation of the windows and sliding doors at the Residence and was under a duty to Stock Construction to use reasonable care in doing so.

296. Bahama Glass, as a subcontractor of Stock Construction, by itself and through its agents, servants and employees undertook and was under a duty to perform its scope of work at the Residence in accordance with the requirements of the applicable building codes, approved construction plans and specifications and appropriate construction practices.

297. Bahama Glass was careless and negligent in performing its scope of work improperly and deficiently at the Residence, and in so doing, breached the duty it owed the Owners.

298. Specifically, Bahama Glass negligently installed windows at the Residence. As a result of this deficient installation the windows allow significant amounts of warm air and water into the Residence. This condition and the testing performed to identify the water and air intrusion issues ailing the windows of the Residence are more fully identified in NV5's Report attached hereto as part of Composite Exhibit B.

299. Bahama Glass knew the Owners were relying on it to adequately furnish its scope of work free and clear of deficiencies and in a non-negligent manner, and the Owners did, in fact, reasonably rely on same, to their detriment. Bahama Glass owed the Owners a duty of care which it breached.

300. As a direct and proximate result of the deficient installation of windows and sliding doors performed by Bahama Glass, the Owners have suffered both direct and special damages

including, without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, Bahama Glass & Window, Inc. awarding the Owners their actual and consequential damages, including without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XXIV – NEGLIGENCE**  
**(AGAINST FERRELLGAS, INC.)**

301. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

302. This is a claim for negligence by the Owners against Ferrellgas.

303. Ferrellgas was retained by Stock Construction to perform the installation of the propane gas system at the Residence and was under a duty to Stock Construction to use reasonable care in doing so.

304. Ferrellgas, as a subcontractor of Stock Construction, by itself and through its agents, servants and employees undertook and was under a duty to perform its scope of work at the Residence in accordance with the requirements of the applicable building codes, approved construction plans and specifications and appropriate construction practices.

305. Ferrellgas was careless and negligent in performing its scope of work improperly and deficiently at the Residence, and in so doing, breached the duty it owed the Owners.

306. Specifically, Ferrellgas' negligent installation of the propane gas connections is potentially a contributing source of carbon monoxide emissions in the residence. Additionally, Ferrellgas' negligent installation resulted in water entering the propane gas line at the regulator valve damaging the same. Please see the NV5 Report attached hereto as part of Composite Exhibit B for additional detail relating to these conditions.

307. Ferrellgas knew the Owners were relying on it to adequately furnish its scope of work free and clear of deficiencies and in a non-negligent manner, and the Owners did, in fact, reasonably rely on same, to their detriment. Ferrellgas owed the Owners a duty of care which it breached.

308. As a direct and proximate result of the deficient installation of the propane gas system performed by Ferrellgas, the Owners have suffered both direct and special damages including, without limitation diminution in value, expert testing and consulting expenses, legal expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, Ferrellgas, Inc. awarding the Owners their actual and consequential damages, including without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory

damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XXV – NEGLIGENCE**  
**(AGAINST J & D HEATING & AIR CONDITIONING. INC.)**

309. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

310. This is a claim for negligence by the Owners against J & D.

311. J & D was retained by Stock Construction to perform the installation of the HVAC system at the Residence and was under a duty to Stock Construction to use reasonable care in doing so.

312. J & D, as a subcontractor of Stock Construction, by itself and through its agents, servants and employees undertook and was under a duty to perform its scope of work at the Residence in accordance with the requirements of the applicable building codes, approved construction plans and specifications and appropriate construction practices.

313. J & D was careless and negligent in performing its scope of work improperly and deficiently at the Residence, and in so doing, breached the duty it owed the Owners.

314. Specifically, J & D's defective design of the HVAC system and the placement of the linear diffusers has caused significant damage to the Residence including but not limited to mold throughout the home, the house being under negative pressure, and the improper functioning of the HVAC in the Residence. For a more detailed account of these conditions and J&D's

defective design and construction in the Residence, please see NV5's Report attached hereto as part of Composite Exhibit B.

315. J & D knew the Owners were relying on it to adequately furnish its scope of work free and clear of deficiencies and in a non-negligent manner, and the Owners did, in fact, reasonably rely on same, to their detriment. J & D owed the Owners a duty of care which it breached.

316. As a direct and proximate result of the deficient installation of the HVAC system performed by J & D, the Owners have suffered both direct and special damages including, without limitation attorneys' fees, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, J & D Heating and Air Conditioning, Inc. awarding the Owners their actual and consequential damages, including without limitation, diminution in value of the Residence, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XXVI – NEGLIGENCE**  
**(AGAINST VITEX SYSTEMS, LLC)**

317. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

318. This is a claim for negligence by the Owners against Vitex.

319. Vitex was retained by Stock Construction to perform the installation of the low voltage system at the Residence and was under a duty to Stock Construction to use reasonable care in doing so.

320. Vitex, as a subcontractor of Stock Construction, by itself and through its agents, servants and employees undertook and was under a duty to perform its scope of work at the Residence in accordance with the requirements of the applicable building codes, approved construction plans and specifications and appropriate construction practices.

321. Vitex was careless and negligent in performing its scope of work improperly and deficiently at the Residence, and in so doing, breached the duty it owed the Owners.

322. Specifically, Vitex improperly drilled holes in the windows/window frames while performing its scope of work which contributed to leaks in the windows allowing water and air intrusion into the Residence, causing significant resulting property damages to the Residence.

323. Vitex knew the Owners were relying on it to adequately furnish its scope of work free and clear of deficiencies and in a non-negligent manner, and the Owners did, in fact, reasonably rely on same, to their detriment. Vitex owed the Owners a duty of care which it breached.

324. As a direct and proximate result of the deficient installation of the low voltage system performed by Vitex the Owners have suffered both direct and special damages including, without limitation, diminution in value, expert testing and consulting expenses, property damage,

repair costs, replacement material and supply expenses, inspection expenses and other consequential damages.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, Vitex Systems, LLC awarding the Owners their actual and consequential damages, including without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XXVII–NEGLIGENCE(AGAINST UNITED SUBCONTRACTORS, INC.  
d/b/a NCR/WEST COAST INSULATION, INC.)**

325. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

326. This is a claim for negligence by the Owners against United.

327. United was retained by Stock Construction to perform the installation of the insulation, closet shelving units, mirrors, and shower enclosures at the Residence and was under a duty to Stock Construction to use reasonable care in doing so.

328. United, as a subcontractor of Stock Construction, by itself and through its agents, servants and employees undertook and was under a duty to perform its scope of work at the Residence in accordance with the requirements of the applicable building codes, approved construction plans and specifications and appropriate construction practices.

329. United was careless and negligent in performing its scope of work improperly and deficiently at the Residence, and in so doing, breached the duty it owed the Owners.

330. Specifically, United installed insulation in the Residence that was of lower R-value than required pursuant to the Residence's plans and specifications, resulting in poor performance of the Residence's insulation and contributing to the mold issues in the Residence.

331. United knew the Owners were relying on it to adequately furnish its scope of work free and clear of deficiencies and in a non-negligent manner, and the Owners did, in fact, reasonably rely on same, to their detriment. United owed the Owners a duty of care which it breached.

332. As a direct and proximate result of United's deficient installation of insulation, the Owners have suffered both direct and special damages including, without limitation diminution in value of the Residence, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, United Subcontractors, Inc. d/b/a NCR/West Coast Insulation, Inc. awarding the Owners their actual and consequential damages, including without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.



**COUNT XXVIII—NEGLIGENCE**  
**(AGAINST KCI ARCHITECTURAL ELEMENTS, INC.)**

333. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

334. This is a claim for negligence by the Owners against KCI.

335. KCI was retained by Stock Construction to perform to install precast architectural elements, decorative finishes, and application of exterior coatings (Epoxy and Spray-Crete) at the Residence and was under a duty to Stock Construction to use reasonable care in doing so.

336. KCI, as a subcontractor of Stock Construction, by itself and through its agents, servants and employees undertook and was under a duty to perform its scope of work at the Residence in accordance with the requirements of the applicable building codes, approved construction plans and specifications and appropriate construction practices.

337. KCI was careless and negligent in performing its scope of work improperly and deficiently at the Residence, and in so doing, breached the duty it owed the Owners.

338. Specifically, KCI's negligent installation of precast architectural elements and decorative finishes near the windows of the Residence was performed in such a way that it contributed to the water and air intrusion into the same.

339. KCI knew the Owners were relying on it to adequately furnish its scope of work free and clear of deficiencies and in a non-negligent manner, and the Owners did, in fact, reasonably rely on same, to their detriment. KCI owed the Owners a duty of care which it breached.

340. As a direct and proximate result of KCI's deficient installation of precast architectural elements, decorative finishes, and application of exterior coatings (Epoxy and Spray-Crete) at the Residence, the Owners have suffered both direct and special damages including, without limitation, diminution in value of the Residence, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, KCI Architectural Elements, Inc. awarding the Owners their actual and consequential damages, including without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XXIX-NEGLIGENCE**  
**(AGAINST EUROPEAN PAVERS, L.L.C.)**

341. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

342. This is a claim for negligence by the Owners against European Pavers.

343. European Pavers was retained by Stock Construction to perform the installation of pavers on both the lanai and pool deck at the Residence and was under a duty to Stock Construction to use reasonable care in doing so.

344. European Pavers, as a subcontractor of Stock Construction, by itself and through its agents, servants and employees undertook and was under a duty to perform its scope of work at the Residence in accordance with the requirements of the applicable building codes, approved construction plans and specifications and appropriate construction practices.

345. European Pavers was careless and negligent in performing its scope of work improperly and deficiently at the Residence, and in so doing, breached the duty it owed the Owners.

346. Specifically, European Pavers negligently installed Pavers at the pool and lanai areas of the Residence many of which are sinking and others which are hollow with what appears to be no solid ground underneath.

347. European Pavers knew the Owners were relying on it to adequately furnish its scope of work free and clear of deficiencies and in a non-negligent manner, and the Owners did, in fact, reasonably rely on same, to their detriment. European Pavers owed the Owners a duty of care which it breached.

348. As a direct and proximate result, European Pavers' deficient installation of pavers on both the lanai and pool deck at the Residence, the Owners have suffered both direct and special damages including, without limitation diminution in value to the Residence, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, European Pavers, L.L.C. awarding the Owners their actual and consequential damages,

including without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XXX–NEGLIGENCE**  
**(AGAINST STAHLMAN LANDSCAPE COMPANY)**

349. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

350. This is a claim for negligence by the Owners against Stahlman.

351. Stahlman was retained by Stock Construction to perform landscaping services at the Residence and was under a duty to Stock Construction to use reasonable care in doing so.

352. Stahlman, as a subcontractor of Stock Construction, by itself and through its agents, servants and employees undertook and was under a duty to perform its scope of work at the Residence in accordance with the requirements of the applicable building codes, approved construction plans and specifications and appropriate construction practices.

353. Stahlman was careless and negligent in performing its scope of work improperly and deficiently at the Residence, and in so doing, breached the duty it owed the Owners.

354. Specifically, Stahlman's negligent placement of landscaping, including but not limited to the placement of mulch on the outer walls of the home, contributed to water intrusion into the slab of the home. Additionally, Stahlman's irrigation and drainage scope of work was

likewise negligently performed in that it allowed for significant amounts of standing water contributing to water intrusion into the Residence.

355. Stahlman knew the Owners were relying on it to adequately furnish its scope of work free and clear of deficiencies and in a non-negligent manner, and the Owners did, in fact, reasonably rely on same, to their detriment. Stahlman owed the Owners a duty of care which it breached.

356. As a direct and proximate result of Stahlman's deficient landscaping services at the Residence, the Owners have suffered both direct and special damages including, without limitation, diminution in value of the Residence, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, Stahlman Landscape Company awarding the Owners their actual and consequential damages, including without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XXXI –STATUTORY ACTION FOR VIOLATION OF BUILDING  
CODES PURSUANT TO FLORIDA STATUTE § 553.84  
(STAHLMAN LANDSCAPE COMPANY)**

357. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

358. This is an action for Violation of Building Codes pursuant to Florida Statute § 553.84.

359. Florida Statute § 553.84 provides among other things, that ". . . any person or party, in an individual capacity or on behalf of a class of persons or parties damaged as a result of a violation of this part of the Florida Building Code, has a cause of action in any court or competent jurisdiction against the person or party who committed the violation . . ."

360. The Florida Building Code establishes minimum standards primarily for public health and life safety, and secondarily for protection of property as appropriate. The Florida Building Code also contains laws and rules which pertain to and govern, among other matters, the design, construction, and erection of the Residence.

361. Stahlman actively participated in, among other things, the construction, and/or erection of the Residence, and Stahlman constructed certain improvements, including sitework of the Residence resulting in defects and deficiencies in violation of Florida Statute § 553.84 and Florida Building Code.

362. Specifically, the following Florida Building Code provisions were violated by Stahlman:

- 2014 Florida Building Code - R401.3 Drainage.

363. The building code violations applicable to Stahlman are more fully described in the NV5's Preliminary Summary of 2014 Building Code Violations attached hereto as part of Composite Exhibit B.

364. Stahlman knew or should have known that violations Florida Statute § 553.84 and the Florida Building Code existed.

365. As a direct and proximate result of Stahlman's violations of Florida Statute § 553.84 and the Florida Building Code, the Owners have suffered and continue to suffer damages, including but not limited to the costs to repair and/or remediate: (i) Stahlman's deficient Work; and (ii) other property damaged by Stahlman's deficient Work.

**WHEREFORE**, Plaintiffs Luann Turco and John Turco, demand judgment against Defendant, Stahlman awarding the Owners their actual and consequential damages, including without limitation, diminution in value of the Residence, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XXXII– PROFESSIONAL NEGLIGENCE**  
**(AGAINST SOUTH FLORIDA DESIGN, INC.)**

366. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

367. This is a claim for professional negligence by the Owners against South Florida.

368. Stock Construction was to perform its work in accordance with the custom house plan design documents, at least partly prepared by South Florida.

369. South Florida had a duty to provide proper custom house plan design services in accordance with the standard of care used by similar design professional in the same locale under similar circumstances.

370. Specifically, South Florida's negligent design of the great room of the home contributed to the mold issues found therein. Additionally, South Florida's negligent design of the Residence contributed at least in part to the fact that the Residence is under negative pressure.

371. South Florida knew that the Owners were relying on it to adequately furnish its scope of work clear of deficiencies and in a non-negligent manner, and the Owners did, in fact, reasonably rely on the same, to their detriment. South Florida owed the Owners a duty of care, which it breached.

372. South Florida submitted custom house plan design documents for the Owners' benefit, where Stock Construction pursuant to its obligations to the Owners would rely on South Florida's custom house plan design documents for guidance and use to construct the Residence.

373. As a direct and foreseeable result of South Florida's alleged professionally negligent acts, errors and/or omissions, the Owners have suffered actual and consequential damages, including without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages, prejudgment interest, costs of suit and expenses.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, South Florida Design, Inc. awarding the Owners their actual and consequential damages, including without limitation, diminution in value, expert testing and consulting



expenses, property damages, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XXXIII – NEGLIGENCE**  
**(AGAINST SERENITY POOL & SPA, LLC)**

374. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

375. This is a claim for negligence by the Owners against Serenity.

376. Serenity was retained by Stock Construction to perform the installation of the plumbing system for the pool and pool installation services at the Residence and was under a duty to Stock Construction to use reasonable care in doing so.

377. Serenity, as a subcontractor of Stock Construction, by itself and through its agents, servants and employees undertook and was under a duty to perform its scope of work at the Residence in accordance with the requirements of the applicable building codes, approved construction plans and specifications and appropriate construction practices.

378. Serenity was careless and negligent in performing its scope of work improperly and deficiently at the Residence, and in so doing, breached the duty it owed the Owners.

379. Specifically, Serenity improperly compacted the soil immediately adjacent to the pool which caused pavers in the surrounding areas of the pool to sink, it also negligently installed pool equipment which caused overflow of water to reach the residence contributing to water

intrusion into the home and improperly installed equipment in the pool potentially contributing to dangerous and life-threatening carbon monoxide emissions.

380. Serenity knew the Owners were relying on it to adequately furnish its scope of work free and clear of deficiencies and in a non-negligent manner, and the Owners did, in fact, reasonably rely on same, to their detriment. Serenity owed the Owners a duty of care which it breached.

381. As a direct and proximate result of the deficient plumbing and pool installation services performed by Serenity, the Owners have suffered both direct and special damages including, without limitation, diminution in value of the Residence, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, Serenity Pool & Spa, LLC. awarding the Owners their actual and consequential damages, including without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XXXIV – NEGLIGENCE**  
**(AGAINST PGT INDUSTRIES INC)**

382. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

383. This is a claim for negligence by the Owners against PGT.

384. PGT was retained by Stock Construction to manufacture hurricane impact windows to be installed at the Residence.

385. PGT, as a supplier of Stock Construction, by itself and through its agents, servants and employees undertook and was under a duty to manufacture the hurricane impact windows free of manufacturing defects so that they could be installed at the Residence by Stock's subcontractors in accordance with the approved construction plans and specifications and appropriate construction practices.

386. PGT was careless and negligent in performing its scope of work improperly and deficiently at the Residence, and in so doing, breached the duty it owed the Owners.

387. Specifically, PGT's deficiently manufactured windows have caused water and air to leak through the windows and enter the Residence, causing significant resulting damage to the Residence. Additionally, the PGT manufactured windows improperly fog-up obstructing visibility from inside the Residence. The condition of the windows is more fully described in the NV5 Report attached hereto as part of Composite Exhibit B.

388. PGT knew the Owners were relying on it to adequately furnish hurricane impact windows free and clear of deficiencies and in a non-negligent manner, and the Owners did, in fact, reasonably rely on same, to their detriment. PGT owed the Owners a duty of care which it breached.

389. As a direct and proximate result of the defective hurricane impact windows manufactured by PGT, the Owners have suffered both direct and special damages including, without limitation, diminution in value of the Residence, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and other consequential damages.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, PGT Industries, Inc. awarding the Owners their actual and consequential damages, including without limitation, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XXXV –FRAUDULENT MISREPRESENTATION**  
**(QUAIL WEST HOLDINGS, LLC)**

390. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

391. Prior to the execution of the Agreement Quail provided the Owners with certain plans and specifications of the Residence, only after the Owners had requested them on multiple occasions.

392. Said plans and specifications fraudulently and unlawfully identified "Stock Architecture" as the entity that drew the plans and specifications.<sup>3</sup>

393. "Stock Architecture" is not a real entity and is not registered with the Florida Department of State, Division of Corporations. Quail knew that "Stock Architecture" was not a real entity and was not qualified by a Florida licensed Architect. This non-existent entity was intentionally used for the sole purpose of fraudulently misleading the Owners to think that the design and construction of the Residence was completed/overseen by "Stock Architecture," a licensed Architect (or qualified by a licensed architect) -- when in fact that is not the case -- to induce them to purchase the residence.

394. The Owners reasonably relied on this fraudulent misrepresentation when they purchased the Residence from Quail.

395. The Owners have suffered damages as a result of this fraudulent misrepresentation in the plans by Quail, by among other things, being fraudulently induced into purchasing a Residence that was defectively and negligently designed without any supervision or approval for the construction of same, as a licensed design professional would have done.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, Quail West Holdings, LLC awarding the Owners their actual, compensatory and

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<sup>3</sup> Fla. Stat. § 481.223(1) states that "A person may not knowingly.... (c) Use the name or title "architect" or "registered architect," or "interior designer" or "registered interior designer," or words to that effect, when the person is not then the holder of a valid license issued pursuant to this part." Further, Fla. Stat. § 481.223(2) provides that " Any person who violates any provision of subsection (1) commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

consequential damages, including without limitation, reasonable attorneys' fees, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**COUNT XXXVI – NEGLIGENT MISREPRESENTATION**  
**(BRIAN STOCK)**

396. The Owners re-allege paragraphs 1 through 119 of the Second Amended Complaint as if fully set forth herein.

397. Upon information and belief, Brian Stock directed the preparation of or prepared the design documents and specifications for the construction of the Residence under the pseudonym "Stock Architecture."

398. "Stock Architecture" is not a Florida registered entity and is not qualified by a Florida licensed Architect. Neither Brian Stock nor Quail nor Stock Development are Florida licensed Architects or are qualified by a Florida licensed Architect.

399. Brian Stock knew or should have known that "Stock Architecture" is not a Florida registered entity and is not qualified by a Florida licensed Architect.

400. Brian Stock intentionally and unlawfully made this misrepresentation of using "Stock Architecture" pseudonym for the sole purpose of misleading potential home buyers, such as the Owners, to think that the design of the Residence was "drawn by" "Stock Architecture," a

licensed Architect (or qualified by a licensed architect) -- when in fact that is not the case -- to induce them to purchase the Residence.

401. Owners were damaged as a result of Brian Stock's misrepresentation for, among other things, being fraudulently induced into purchasing a Residence that was defectively and negligently designed without any supervision or approval for the construction of same, as a licensed design professional would have done.

**WHEREFORE**, Plaintiffs, Luann Turco and John Turco, demand judgment against Defendant, Brian Stock, awarding the Owners their actual, compensatory and consequential damages, including without limitation, reasonable attorneys' fees, diminution in value, expert testing and consulting expenses, property damage, repair costs, replacement material and supply expenses, inspection expenses and compensatory damages, prejudgment interest, costs of suit and expenses, together with such other and further relief this Honorable Court deems just, equitable and proper.

**RESERVATION OF RIGHTS AND DEMAND FOR JURY TRIAL**

Plaintiffs, Luann Turco and John Turco, reserve the right to amend this Second Amended Complaint and to seek punitive damages in accordance with Fla. Stat. § 768.72 and hereby demand a jury trial of all issues so triable.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 7th day of January, 2019, I electronically filed the foregoing document with the Clerk of Court using the Florida Courts eFiling Portal. I also certify that the foregoing document is being served, via transmission of Notices of Electronic Filing generated by Florida Courts eFiling Portal on:

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